

104.01 PARTNERING

Partnering promotes communication between the Idaho Transportation Department (ITD) and the Contractor, and is used to identify and promote reciprocal goals. The objectives of partnering include:

- Complete projects within budget and on schedule.
- Increase responsiveness and timeliness of decisions.
- Improve problem solving.
- Reduce paperwork and rework.
- Eliminate litigation.

The backbone of partnering is the development of a win-win relationship between ITD and the Contractor that discourages gain by one at the other's expense. However, partnering does not mean a waiving of contract plans and specification requirements. The majority of ITD's projects now include a voluntary partnering specification. To implement this partnering specification, ITD's Resident/Regional Engineer and the Contractor's Project Manager jointly plan a Partnering Workshop. The Partnering Workshop should be held within thirty (30) days after the Notice to Proceed and before the Preconstruction Conference.

Workshop Location and Length

The workshop should not be held at ITD's District office or the Contractor's office, but rather at a neutral location such as a local hotel conference room, or a restaurant's banquet facility. Simple projects typically require ½ a day; complex projects with many issues may require 1½ to 2 days.

Workshop Attendees

All stakeholders (someone who has a vested interest in the successful completion of the project) should be invited. Attendees will vary depending upon the project, but should be the key people or the decision-makers in an organization. Possible workshop attendees include:

Contractor Project Staff	Contractor Management
ITD Construction Staff	ITD Design Staff
ITD Management	Subcontractors
Suppliers	Design Consultants
Government Agencies (FHWA, Forest Service, Cities, Indian Communities, Etc.)	

Facilitator

The selection of the Workshop Facilitator is critical to the workshop's success. Consideration may be given to bringing in an outside facilitator on large and/or complex projects to further reinforce the "neutral ground" framework. Contact the Construction section for facilitator references.

Cost

ITD and the Contractor will equally share the cost of the partnering workshop, including renting meeting space, providing lunch or refreshments, and hiring the facilitator.

Workshop Agenda

Six major elements in a Partnering Workshop are:

1. **Introduce each partner.** Discuss job relationship and responsibilities.
2. **Develop mission statement, goals, and objectives.** Establish mutually agreed-upon goals and measurable objectives, e.g., completing the project on time or ahead of schedule, setting safety, cost, or quality goals.
3. **Identify problems, issues, or opportunities for the project.**
 - Project opportunities/alternatives -- Detour instead of staged construction could save time and costs.
 - Prioritize issues and develop action plans that define the issue, the person responsible for the solution, and the date the solution is required.
4. **Develop problem resolution/escalation process.** Identify authority levels, timelines for decisions, and who is responsible for what types of decisions. Define the relationship of all parties (i.e., consultant designers, other agencies, utility companies, etc.)

Problem resolution should be at the lowest level.
If no agreement can be made, immediately escalate to the next level.
No decision or ignoring the problem is not acceptable.

5. **Develop an evaluation process and an evaluation form.** Base the items to be evaluated on the project goals (e.g., project goal - speed up the review process of shop drawings). Use a rating system of 1 (poor) to 5 (good), with space for comments. Each stakeholder should evaluate the project every thirty to sixty (30 to 60) days or as determined by the project team. The Contractor's management and ITD management should review and take corrective action, if required.
6. **Sign a charter** that has the mission statement and common goals (see Exhibit 104.01-1).

Monitor Progress

Hold follow-up workshops to address problem areas or issues that hinder successful performance and to reiterate the project goals and objectives. The Contractor's project staff and ITD construction staff should hold follow-up sessions on a weekly basis. The Contractor management and ITD management should meet on a monthly basis or as adjusted by partner agreement.

**Remember a partnering agreement does not waive
the terms of the contract nor change the plans or specifications.**

PARTNERING CHARTER
for
Fairfield IC to MP 103.5
Project No. IR-84-2(35)95

We are a team dedicated to providing a quality project in accordance with the contract. We are committed to employee and public safety, environmental protection and minimizing public inconvenience, as described in the objectives listed below:

PERFORMANCE OBJECTIVES:

- Build a quality project,
- Provide a safe job site,
- Complete this job on time,
- Realize a reasonable profit,
- Minimize public inconvenience,
- Earn 90% of the ride specification bonus.

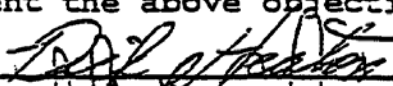
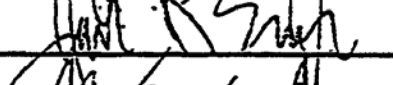
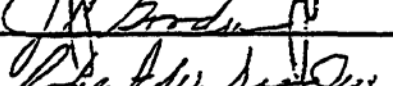
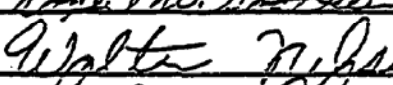
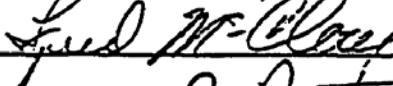
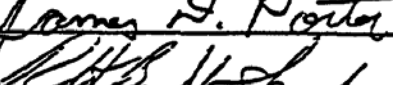
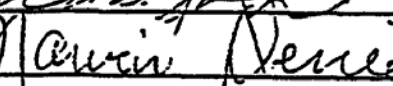


ADMINISTRATIVE OBJECTIVES:

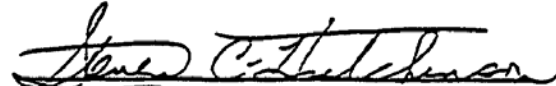
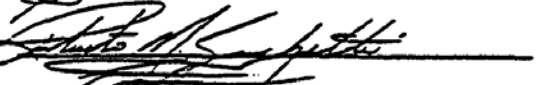
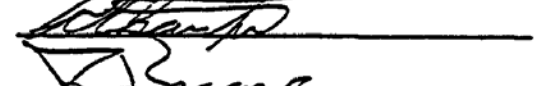
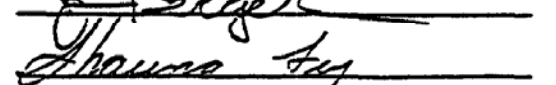
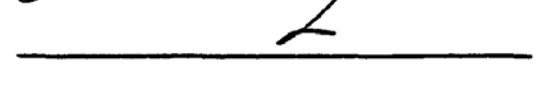
- Finish this job with no claims,
- No property damage over \$1,000,
- Minimize paperwork,
- Minimize change orders.

COMMUNICATION OBJECTIVES:

- Make consistent, timely decisions at the lowest possible level,
- Work toward timely conflict resolution,
- Use experience and knowledge gained on this job to better design next project phase.

We, the undersigned, agree to make a good faith effort to implement the above objectives.

104.02 VARIATION IN QUANTITIES

Contract bid item quantities are estimated and subject to variation during construction. The Engineer may increase or decrease quantities as necessary to complete the project. The percentage of completion of items should be checked at each progress estimate. If it appears that an item will vary by more than 25%, then the contract unit price should be evaluated for reasonableness. If the price is not reasonable (i.e too high), the Engineer should request a price adjustment justification from the Contractor. The Contractor also has the right to request a price adjustment when quantities vary by more than 25% subject to the limitations of Subsection 104.02.

Quantity Variation – With Price or Contract Time Adjustment

If a quantity variance requires a price or contract time adjustment, a change order must be written to make the adjustment. See Section 104.03. If the Engineer and the Contractor cannot agree to a price adjustment, the Engineer may establish a price for the work or price it on a force account basis per Subsection 109.03.

Calculate the required price adjustment as soon as actual costs and final quantities can be reasonably determined.

Quantity Variation – Without Price Adjustment

If the Engineer determines the contract unit price is reasonable, and the Contractor has not requested a price adjustment, then work will continue at the contract unit price. Agreement to continue at the contract unit price should be agreed to by the Contractor and documented in writing. A sample form for documenting agreement to continue work at contract price or for requesting a price adjustment is shown in Figure 104.02.1. The sample form may be modified as needed by the Engineer. In some cases, a formal change order may be warranted.

6/30/06